

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320

SUBJECT: Resolution

DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE TOWN AND FORT LAUDERDALE HARLEY-DAVIDSON, INC. FOR LEASED POLICE MOTORCYCLES AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENTS.

REPORT IN BRIEF: The Davie Police Department wants to extend its present bid/lease agreement with Harley-Davidson, Inc. for a period of two additional years, bringing the expiration date of said lease to May 14, 2005.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? Yes

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution

Memorandum, Proposal Letter, 2003-05 New Lease Agreement (10 vehicles),

New Lease Agreement (2 spare vehicles), Resolution #R-2001-149

Regarding Old Lease Agreement and dated June 6, 2001

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE TOWN AND FORT LAUDERDALE HARLEY-DAVIDSON, INC. FOR LEASED POLICE MOTORCYCLES AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENTS.

WHEREAS, The Town awarded a bid/contract for leasing police motorcycles plus two (2) spares by Resolution R-2000-238; and

WHEREAS, The Town and the contractor wish to exercise a contractual option in current bid/contract to extend the agreement; and

WHEREAS, all terms and conditions of the original agreement remain unchanged; and

WHEREAS, after review, the Town Council wishes to extend the bid/contract between The Town and Fort Lauderdale Harley-Davidson, Inc. through May 14, 2005.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town wishes to extend the bid/contract between The Town and Fort Lauderdale Harley-Davidson, Inc. through May 14, 2005 and authorizes the Mayor to execute the lease agreements which are attached hereto and identified as "Attachment A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

DAVIE POLICE DEPARTMENT

MEMORANDUM

**From the Desk of
Major Scott McInerney**

Approved for forward to Mr. McInerney

To: Chief John George

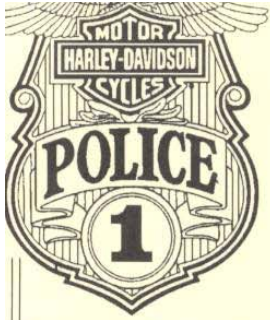
Date: 11-12-02

From: Major Scott McInerney

May 11/03

Subject: Extension of Lease Agreement – Fort Lauderdale Harley- Davidson

Attached please find a proposal from Fort Lauderdale Harley-Davidson to extend our current lease agreement for Police Motorcycles for two years. This proposal is desirable as the cost remains fixed and includes adding two Motorcycles to allow for the current expansion of the Motor Unit in this years budget. I have reviewed the current lease (attached) and find language appears to allow an extension upon approval of both parties. As this lease extension has been done in the past, I am recommending extending our current lease for 24 months. This is a time sensitive matter and requires a letter of commitment from the Town of Davie Police Department immediately to place the order for new Motorcycles before the build date deadline.



HARLEY-DAVIDSON

POLICE & FLEET SALES

Barry T. Kuhnly
Manager

November 6, 2002

Major Scott McInerney
Town of Davie Police Department
1230 South Nob Hill Road
Davie, FL 33324

Dear Major McInerney:

Please consider this letter as a follow up to our conversation and an open proposal offered for your review and consideration.

In an effort to foster and encourage our continuing relationship and at the same time underscore our strong support for the department Ft.Lauderdale Harley-Davidson is prepared to make the following offer:

As you are aware, Ft. Lauderdale Harley-Davidson leases to the Town of Davie Police Department ten (10) – 2002 FLHPI Road King police motorcycles, eight traffic units and two spare units. The current lease expires May 14, 2003.

Upon mutual agreement Ft.Lauderdale Harley-Davidson would like to extend this lease for an additional two years under the same terms and conditions.

This lease could be increased to twelve - (12) 2003 FLHPI Road King police motorcycles, ten traffic units and two spare units should your department choose to increase the size of the traffic unit.

Harley-Davidson Motor Company is celebrating its 100th anniversary and their build schedule is currently 120 days. A simple letter from your office to replace your 2002 model year motorcycles with 2003 model year motorcycles is all that is needed to place an order to ensure proper delivery in a timely manner.

445 South State Road 7 • Ft. Lauderdale, FL 33317 • Phone (954) 791-6290 • Toll Free (877) 433-2464 • Fax (954) 791-7339
1899 S.R. 44 • New Smyrna Beach, FL 32168 • (904) 409-3034 • Toll Free (800) 619-1094 • Fax (904) 409-3023


A Division Of Daytona Harley-Davidson

290 North Beach Street • Daytona Beach, FL 32114 • (904) 253-BIKE • Toll Free (800) 307-4464 • Fax (904) 258-0638



If you have any further questions regarding this proposal please feel free to contact me.

Thanking you in advance,



Barry T Kuhnly
Manager, Police and Fleet Sales
Ft.Lauderdale Harley-Davidson



MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 15th day of November 2002, by and between Fort Lauderdale Harley-Davidson Inc., 443 South SR Fort Lauderdale, FL 33317 ("Dealer" or "Lessor") and the Town of Davie Police Department, whose address is 1230 Nob Hill Rd. Davie, FL 33324 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twenty-four (24) months commencing on May 15, 2003 and ending on May 14, 2005. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease, then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days prior to expiration of lease.
 2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$330.00** for each vehicle.
 3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees, and any applicable taxes for each of the leased vehicles. Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicles.
 4. **Maintenance, Repairs and Operating Expenses:** Lessee agrees to service the vehicles according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles, and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. The Lessee has elected to participate in a Lease that includes maintenance by Lessor of the vehicle. The cost of such maintenance shall be included in the monthly lease payment. The maintenance plan would cover parts and labor for all service and maintenance recommendations as set forth in the Harley Davidson Owner's Manual except tires.
 5. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b)
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will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) Except as noted in the specifications, motorcycles will not be altered, marked or have equipment installed on them without Lessor's consent.

6. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability, per attached certificate of insurance.

Lessor's or Dealer's insurance shall apply only when the vehicles are in Dealer's care, custody or control.

7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

8. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless up to the limits of municipal immunity as provided by Florida State Statutes from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the lessee, arising from the negligence or accident of lessee, its employees, officers, and agents.

The Town shall not be liable for injuries or damages resulting from product defects or dealer negligence, which includes, but is not, limited to the maintenance and repair of the motorcycles. Dealer agrees to indemnify, defend, and save harmless the Town, its employees, agents, and Town Council against liability including attorneys fees arising from any claim, cause of action, or lawsuit brought against the Town, its employees, agents, and the Town Council as a result of negligence on the part of the Dealer, its employees and agents.

Lessor does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.

9. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessee from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

10. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

11. **Jurisdiction:** In the event of any litigation concerning the agreement, jurisdiction and venue shall be in Broward County, Florida and disputes will be resolved in the courts with Florida Law. In the event of litigation, the losing party shall pay the prevailing party's attorney's fees through all appellate proceedings.

The Town of Davie specifications are incorporated by reference. Should there be conflicting language between the specifications and this lease agreement, the lease agreement shall govern.

FT LAUD. HARLEY-DAVIDSON

TOWN OF DAVIE

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

By: _____
Signature

Title: _____

Print Name

EXHIBIT "A"

November 15, 2002

Lessee's Name: Town of Davie Police Department
Model Year: 2003
Model Description: FLHPI, Two-Tone Blue and Silver
Number of Units: 10
Vehicle Identification Numbers:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

MOTORCYCLE LEASE AGREEMENT

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1. **Term:** The term of this Lease shall be twenty-four (24) months commencing on May 15, 2003 and ending on May 14, 2005. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease, then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days prior to expiration of lease.
2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of \$1.00 for each vehicle.
3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees, and any applicable taxes for each of the leased vehicles. Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicles.
4. **Maintenance, Repairs and Operating Expenses:** Lessee agrees to service the vehicles according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles, and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. The Lessee has elected to participate in a Lease that includes maintenance by Lessor of the vehicle. The cost of such maintenance shall be included in the monthly lease payment. The maintenance plan would cover parts and labor for all service and maintenance recommendations as set forth in the Harley Davidson Owner's Manual except tires.
5. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b)

will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) Except as noted in the specifications, motorcycles will not be altered, marked or have equipment installed on them without Lessor's consent.

6. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability, per attached certificate of insurance.

Lessor's or Dealer's insurance shall apply only when the vehicles are in Dealer's care, custody or control.

7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

8. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless up to the limits of municipal immunity as provided by Florida State Statutes from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the lessee, arising from the negligence or accident of lessee, its employees, officers, and agents.

The Town shall not be liable for injuries or damages resulting from product defects or dealer negligence, which includes, but is not, limited to the maintenance and repair of the motorcycles. Dealer agrees to indemnify, defend, and save harmless the Town, its employees, agents, and Town Council against liability including attorneys fees arising from any claim, cause of action, or lawsuit brought against the Town, its employees, agents, and the Town Council as a result of negligence on the part of the Dealer, its employees and agents.

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The Town of Davie specifications are incorporated by reference. Should there be conflicting language between the specifications and the lease agreement, the lease agreement shall govern.

FT LAUD. HARLEY-DAVIDSON

TOWN OF DAVIE

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

By: _____
Signature

Title: _____

Print Name

EXHIBIT "A"

November 15, 2002

Lessee's Name: Town of Davie Police Department
Model Year: 2003
Model Description: FLHPI, Two-Tone Blue and Silver
Number of Units: 2
Vehicle Identification Numbers:

- 1.
- 2.

RESOLUTION NO. R-2001-149

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE TOWN AND FORT LAUDERDALE HARLEY-DAVIDSON, INC. FOR LEASED POLICE MOTORCYCLES AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENTS.

WHEREAS, the Town awarded a contract for ~~eight (8)~~ ^{two (2)} leased police motorcycles plus two (2) spares by Resolution R-2000-238; and

WHEREAS, the Town and the contractor wish to exercise a contractual option to extend the agreement; and

WHEREAS, all terms and conditions of the original agreement remain unchanged; and

WHEREAS, after review, the Town Council wishes to extend the contract between The Town and Fort Lauderdale Harley-Davidson, Inc. through May 14, 2003.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council wishes to extend the contract between The Town and Fort Lauderdale Harley-Davidson, Inc. through May 14, 2003 and authorizes the Mayor to execute the lease agreements which are attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th JUNE, 2001

Attest:

Town Clerk

A

2001

OLD
Reso
& Agreement
TO COMPARAE

1 LEASE FOR Reg Motorcycle
1 LEASE FOR 2 spares
at \$1000 year

Scott
McGowan

MOTORCYCLE LEASE AGREEMENT

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The Town shall not be liable for injuries or damages resulting from product defects or dealer negligence, which includes, but is not, limited to the maintenance and repair of the motorcycles. Dealer agrees to indemnify, defend, and save harmless the Town, its employees, agents, and Town Council against liability including attorneys fees arising from any claim, cause of action, or lawsuit brought against the Town, its employees, agents, and the Town Council as a result of negligence on the part of the Dealer, its employees and agents.

Lessor does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.


9. **Limitation of Liability:** Lessor shall not be liable for consequential damages or inconvenience (except for those relating to which may result to Lessee from any damages to, or defect in, the vehicle needed to repair or service the vehicles. Monthly lease payments shall be reduced or delayed during this time. Lessor makes no express warranties of vehicles. In particular, Lessor makes no express warranties of vehicle merchantability, durability or fitness for a particular purpose of use and Lessor expressly disclaims any such express warranties.

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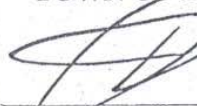
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The Town of Davie specifications are incorporated by reference into this lease. In the event of any conflicting language between the specifications and this lease agreement, the specifications shall govern.

FT LAUD. HARLEY-DAVIDSON

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

TOWN OF DAVIE

By: 
Signature

Title: Mayor

Harry
Print Name

EXHIBIT "A"

May 10, 2001

Lessee's Name: Town of Davie Police Department
Model Year: 2001
Model Description: FLHPI, Two-Tone Blue and Silver
Number of Units: 8

1. 1HD1FHW181Y642422
2. 1HD1FHW171Y642119
3. 1HD1FHW151Y642149
4. 1HD1FHW1X1Y642082
5. 1HD1FHW131Y641792
6. 1HD1FHW171Y641956
7. 1HD1FHW191Y641750
8. 1HD1FHW151Y641633

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The Town shall not be liable for injuries or damages resulting from product defects or dealer negligence, which includes, but is not, limited to the maintenance and repair of the motorcycles. Dealer agrees to indemnify, defend, and hold harmless the Town, its employees, agents, and Town Council against liability including attorneys fees arising from any claim, cause of action, or lawsuit brought against the Town, its employees, agents, and the Town Council as a result of negligence on the part of the Dealer, its employees and agents.

Lessor does not waive its right to sovereign immunity under 768.28, Florida Statutes.


9. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessee from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

10. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

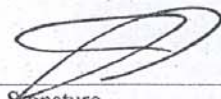
11. **Jurisdiction:** In the event of any litigation concerning the agreement, jurisdiction and venue shall be in Broward County, Florida and disputes will be resolved in the courts with Florida Law. In the event of litigation, the losing party shall pay the prevailing party's attorney's fees through all appellate proceedings.

The Town of Davie specifications are incorporated by reference. Should there be conflicting language between the specifications and the lease agreement, the lease agreement shall govern.

FT LAUD. HARLEY-DAVIDSON

By: 
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

TOWN OF DAVIE

By: 
Signature

Title: Mayor

Harry Venis
Print Name

EXHIBIT "A"

May 10, 2001

Lessee's Name: Town of Davie Police Department
Model Year: 2001
Model Description: FLHPI, Two-Tone Blue and Silver
Number of Units: 2

1. 1HD1FHW131Y642053
2. 1HD1FHW191Y642011